

THE U.S. FOREST SERVICE AND THE U.S. GENERAL SERVICES ADMINISTRATION
INVITE YOU TO PARTICIPATE IN THIS SPECIAL OPPORTUNITY TO OWN
PROPERTY IN THE PICTURESQUE VERDE VALLEY!

Camp Verde
ADMINISTRATIVE SITE

This sale consists of 4 separate parcels; Parcel A -118.7 acres, Parcel B - 40 acres, Parcel C - 15 acres, Parcel D- 1.6 acres. The property is located in Camp Verde, Arizona at 300 East Highway 260. Camp Verde is approximately 86 miles north of Phoenix and 52 miles south of Flagstaff.

Auction Summary

Sale Type:	Online Auction		
Start Date:	May 30, 2006		
End Date:	Based on Bidding		
Suggested Opening Bid:	Parcel A:	\$1,750,000	
	Parcel B:	\$500,000	
	Parcel C:	\$500,000	
	Parcel D:	\$75,000	
Registration Deposit:	Parcel A:	\$150,000	
	Parcel B:	\$50,000	
	Parcel C:	\$50,000	
	Parcel D:	\$10,000	
Bid Increments:	Parcel A:	\$50,000	
	Parcel B:	\$20,000	
	Parcel C:	\$20,000	
	Parcel D:	\$5,000	
Inspection Opportunities:	May 12, 2006	10a-2p	
	May 20, 2006	10a-2p	

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Property Disposal Web Page

<http://propertydisposal.gsa.gov>

Click on state of Arizona to view and download Property sales information

For More Sales Information

David Haase, Realty Officer

1-888-472-5263 (GSA-LAND), ext. 3426

e-mail: david.haase@gsa.gov

Send Bid Form & Registration Deposit to:

U.S. General Services Administration

Office of Property Disposal (9PR)

450 Golden Gate Avenue, 4th Floor East

San Francisco, CA 94102-3400

Attn: David Haase, Realty Officer

Online Auction

www.auctionrp.com

Register and submit your bid.

Property Code

Parcel A: 109

Parcel B: 110

Parcel C: 111

Parcel D: 112

For Online Auction Assistance

Gina Arias-Arrieta, Realty Officer

1-888-472-5263 (GSA-LAND), ext. 3431

e-mail: gina.arias-arrieta@gsa.gov

PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Property is located in the immediate vicinity of the Verde Ranger Station with a street address of 300 East Highway 260 in the town of Camp Verde, Arizona. Camp Verde is 86 miles north of Phoenix via Interstate 17 and 52 miles south of Flagstaff via Interstate 17.

NOTE: While the sale lands are portions of the Verde administrative site, the primary Ranger Station location and lands contiguous to the Verde River will be retained by the Forest Service.

Camp Verde, home of the historic Fort Verde Military Post was settled in 1865 and was incorporated in 1986. While Camp Verde is still considered a farming and ranching town, its mild climate and other attributes have attracted a sizable population seeking recreational opportunities and retirement living. Located in the Verde Valley along the Verde River, Camp Verde is known as a friendly rural community with a historic past and picturesque beauty. The scenic geography and desirable climate make sightseeing, bird watching, hiking, golfing, swimming, horseback riding, hunting and fishing, year-round activities.

2. SALE PARCEL DESCRIPTIONS

The Property will be offered for sale as four (4) separate sale parcels; Parcel A - 118.7 acres, Parcel B - 40 acres, Parcel C - 15 acres, Parcel D - 1.6 acres. If a bidder is interested in a combination of these parcels, separate registrations and deposits must be received for each individual parcel.

Parcel A is unimproved except for an 867 square foot livestock barn and corrals. The barn was constructed in 1959. Parcels B and D are unimproved land. Parcel C includes a pump house, a shop and a small

office. These structures (see Exhibit II) will be conveyed to the successful bidder. The buildings were constructed beginning in 1956 through 1999 with materials ranging from wood frame, masonry block, steel, fiberglass, and sheet metal. The 3 buildings on Parcel C total approximately 3041 square feet.

There are no surface water rights associated with any of the sale parcels.

3. DRIVING DIRECTIONS

From Phoenix: Take I-17 North for approximately 86 miles. Take the 287 Exit east and travel approximately 2 miles on Highway 260. Cross over the Verde River Bridge and make a left turn onto McCracken Lane. The Ranger station driveway is on your immediate right at 300 East Highway 260.

From Flagstaff: From I-40 and I-17, take I-17 South for approximately 52 miles. Take the 287 Exit and proceed east. Follow Highway 260 for approximately 2 miles. Cross over the Verde River Bridge and make a left turn on McCracken Lane. The Ranger station driveway is on your immediate right at 300 East Highway 260.

4. ACCESS

All four parcels have legal access. Parcel A is accessed via McCracken Lane and, as needed, the Forest Service will provide authorization for an additional access road to the east side of this parcel. Parcel B is accessed via State Highway 260. Parcel C by State Highway 260, Reeves Arena Road, Quarterhorse, Murdock and McDonald Lanes. Parcel D is accessed via McCracken Lane.

5. LEGAL DESCRIPTIONS

See Exhibit I for Legal Descriptions for each Sale Parcel.

6. ASSESSOR'S PARCEL NUMBER

The Property has not been assigned assessor's parcel numbers since the Property is owned by the United States of America and is not currently subject to state or local property tax.

7. EXISTING EASEMENTS AND RESERVATIONS

The Parcels will be sold subject to any and all existing covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

Exhibit III contains known reservations, easements and special use permits and/or rights of prior use, which will be recognized by easements, executed by the non-Federal party (the Purchaser) in favor of the outstanding rights holders on the Property.

Road access authorization (if necessary) will be granted by the Forest Service through the adjacent National Forest for Parcel A (access from the east).

The fence line on the north edge of Parcel D which continues easterly across McCracken Lane and is near the boundary of Parcel A and is located approximately 30 to 40 feet south of the actual property line. The adjacent landowners have been using this land and they were asked to remove any personnel property which may have been stored on the land. These landowners have indicated an interest in the possible purchase of this strip of land.

A temporary Forest Service weather station on Parcel A will be removed prior to the sale of the parcel.

The unnamed, existing road connecting Highway 260 and Howard Road on the east end of Parcel B is not authorized by permit or easement and is not recognized by ADOT as an approved access to Highway 260.

8. UTILITIES

The following describes the current and planned status of the existing utilities. Procurement of utility service to serve future use of the Property shall be the responsibility of the successful bidder.

Parcel A: The existing overhead electrical line to the barn will be disconnected and dismantled during Forest Service construction to the south of this parcel. The existing water line will be disconnected at the south boundary of Forest Service parcel. There are no existing easements for utilities across Forest Service land to this site.

Parcel B: Public utility lines are currently authorized under special use permits, but there are no existing service connections.

Parcel C: The existing electrical service will be abandoned in place. There is no phone service to this parcel. The existing well with pump and pressure tank will be abandoned in place. A water line from the well and extending under Highway 260 will be capped at the highway easement. The existing septic tank and leach field system will be abandoned in place. The existing propane tank and propane distribution system will be abandoned in place. Utilities will be abandoned by the Forest Service and electrical service disconnected in December 2006. Water well registration will pass to the new owner via Arizona Department of Water Resources transfer procedures after abandonment

Parcel D has no existing utilities.

Bidders are urged to contact the utility providers below for information on the availability of utilities. The Arizona Department of Transportation can provide information relative to Highway 260 access and allowable uses within their road and drainage easements.

Electricity: Arizona Public Service
(928) 646-8412

Telephone: Qwest
(800) 603-6000 - small business
(800) 244-1111 - residential

Gas: Unisource Energy Co.
(928) 203-1210

Sewer and reclaimed water:
Camp Verde Sanitary District
(928) 567-2733

Water: Camp Verde Water System
(928) 567-5281

Town of Camp Verde Easements:
(928) 567-6631

ADOT Easements: Arizona Department of
Transportation (928) 777-5877

For informational purposes, bidders should be aware that the Forest Service plans to extend a water system water main to the southeast corner of Quarterhorse Lane and Highway 260, then northerly under Highway 260 to the northeast corner of Highway 260 and McCracken Lane. The water main extension is part of Forest Service utility construction scheduled for September, 2006. This will facilitate water connections at Parcel C and, with further extension by others, water service northerly along McCracken Lane.

9. FLOODPLAIN

Approximately 4 acres (near the northwest corner) of Parcel A is within a 100-year floodplain. The area is delineated on the FEMA Flood Insurance Rate Map and is associated with the Verde River.

10. TEMPORARY RESERVATION

The U.S. Forest Service will reserve the right to use and occupy Parcel C until December 29, 2006. At that time the Forest Service will vacate the property with all right, title and interest to this land and appurtenant structures automatically passing to the purchaser. As the Forest Service vacates the property six storage structures will be removed from the site. During the period of this use the Forest Service will continue to pay all utility and maintenance expenses. Access to the reserved property by the successful bidder will not be unreasonably restricted. After the sale the purchaser will be allowed full access to the reserved portion of the property subject only to reasonable advance notice to allow for scheduling of timely access to the interior of the buildings. The Forest Service will preserve and use all existing improvements and utilities while occupying the site.

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Instructions to Bidders and Environmental Notices and Covenants, Exhibits, and any provisions of the Bid For Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the property set forth in the IFB and any other information provided therein with respect to said property are based on the best information available to the U. S. General Services Administration, Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Inspection of the property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

A portion of Parcel C is currently occupied by the Verde Ranger Station. The rest of the Parcel and the other Parcels are

available for inspection at any time without a General Services Administration or a U.S. Forest Service representative. However, interested parties are encouraged to participate in one of the inspection opportunities conducted by Forest Service personnel (see below). Interested parties will be provided access to existing structures for inspection.

Inspection Opportunities:

Friday, May 12, 2006 10am - 2pm

Saturday, May 20, 2006 10am -2pm

4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

5. ZONING

The subject property is located within the Town of Camp Verde, Arizona and is subject to the conditions of the Camp Verde General Plan and other applicable development regulations. Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sale agreement.

For more information, please contact the Town of Camp Verde:

Town of Camp Verde
Community Development Department
Box 710
Camp Verde, AZ 86332
Will Wright, Director
928-567-6631 ext. 116
wwright@cvaz.org

6. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for 90 calendar days after the date of the final bid submittal by a bidder until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

7. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

8. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason

9. CONTRACT

The Invitation for Bid, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government.

The bid acceptance will include a Purchase and Sale Agreement to be executed by the purchaser. A sample Purchase and Sale Agreement is displayed as Exhibit IV. The Government reserves the right to insert reasonable changes to this document at any time prior to its execution. In the event of a conflict between the IFB and the Purchase and Sale Agreement, the Purchase and Sale Agreement shall control. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without the consent of the Government. Any assignment transaction without such consent shall be void.

10. TAXES AND CLOSING COSTS

As of the date of conveyance of the property, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees shall be borne solely by the successful bidder.

11. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be

forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

12. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government ("Seller") and a) Seller fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the successful bidder ("Purchaser") for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have no further liability to Purchaser.

13. TITLE EVIDENCE

The successful bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Sale Parcels.

14. TITLE

If a bid for the purchase of the property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date to be not later than forty-five (45) calendar days after acceptance of the bid. Prior to closing, the successful bidder may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees shall be borne solely by the successful bidder. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the successful bidder shall tender to the Government (or to the Escrow Holder) the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2%

rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

17. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

a) All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.

b) Any statement of facts which a physical inspection and accurate survey of the property may disclose.

18. DOCUMENTARY STAMPS AND COST OF RECORDING

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to the Forest Service and to GSA at the following addresses:

U.S. Forest Service
Coconino National Forest
1824 S. Thompson Street
Flagstaff, Arizona 86001
Attn: Pete Mourtsen

GSA Office of Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor
San Francisco, California 94102-3400
Attn: Clark Van Epps, Director

19. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. General Services Administration employees are prohibited from bidding on the property offered in the IFB.

20. ANTI TRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

21. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Sale Parcels offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance.

22. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

ONLINE AUCTION INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction starts on Tuesday, May 30, 2006 at 9:00 a.m. Pacific Time and will be conducted online at www.auctionrp.com.

2. TYPE OF SALE

This sale will be an online auction conducted via the Internet at www.auctionrp.com and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at www.auctionrp.com with at least three days prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

4. SUGGESTED OPENING BID

The suggested opening bid is \$1,750,000.00 for Parcel A, \$500,000.00 for Parcel B, \$500,000.00 for Parcel C, and \$75,000.00 for Parcel D.

The suggested opening bid amounts do not represent the value of the property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION

a) Bidder registration is a 3-step process:

(1) An interested bidder should register online at the auction web site, www.auctionrp.com.

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A registration deposit in the amount of \$150,000 for Parcel A, \$50,000 for Parcel B, \$50,000 for Parcel C, and \$10,000 for Parcel D, must accompany your Bidder Registration and Bid Form in form of a cashier's check, certified check, or credit card (Visa or MasterCard). Personal or company checks are **NOT** acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration".

Deposits by credit card may be initiated over the Internet by following the instructions on the online auction site: www.auctionrp.com. Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon GSA's verification of your registration deposit will you be allowed to bid online using the User ID and password

as discussed below or will an initial written bid be posted online. All Registration Deposits received will be deposited with the US Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, **please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:**

GSA Office of Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor
San Francisco, California 94102-3400
Attn: David Haase, Realty Officer

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sales until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens.

6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include at a minimum: a) one letter, b) one number, and c) one special character such as: ! @ #

\$ % ^ & * (). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID number will be used to identify the bidders on the auction web page, www.auctionrp.com. In the event you forgot your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

7. BIDDING IN GENERAL

a) Registered bidders may increase their bids by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

b) Bids must be submitted without contingencies.

c) Bids by mail that are not submitted on GSA forms will be rejected.

8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at our online auction web site at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received. Bidders may also review the property information at our Home Page propertydisposal.gsa.gov.

Bidders will be notified via the auction web site when bidding will be closed. **If your bid is not accurately shown on the web page, then you should call GSA at 1-888-472-5263 (GSA-LAND), ext. 3431 or ext. 3426.** Bidders are urged to pay close attention to the auction web page which

will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least Fifty Thousand Dollars (\$50,000.00) more than the previous high bid for parcel A, at least Twenty Thousand Dollars (\$20,000.00) more than the previous high bid for parcel B, at least Twenty Thousand Dollars (\$20,000.00) more than the previous high bid for parcel C, and at least Five Thousand Dollars (\$5,000.00) more than the previous high bid for parcel D in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. Mail or on-line, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. The date may be different for each of the four parcels. That date will be announced on the auction web page www.auctionrp.com. On that date, if no increased bid is received by 3 p.m. Pacific Time (PT), then bidding will close at 3 p.m. and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day, excluding Federal holidays and

weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3 p.m. PT on that day. There is no advantage to waiting until the last minute to bid.

11. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

12. AUCTION DISPUTE RESOLUTION

The Government reserves the right to stop the auction for any reason without award and start a new auction at any time. The Government may resolve bidding conflicts by determining who the high bidder is and the high bid and re-open bidding until bidding stops as described above. The Government may temporarily suspend an auction to resolve controversies and resume an auction at any time.

13. 10% BID DEPOSIT, TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS

a) Within ten (10) calendar days of acceptance of a bid by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of the bid.

b) Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within **forty-five (45) calendar days** after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

c) Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by US Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the US Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. The use of an individual's SSN will be collected only for the proper refund of the Registration Deposit. Bidders that provided the Registration Deposit by credit card will receive a refund by an appropriate credit to the credit card account provided.

d) Registration deposits received from the two highest bidders will be held as stipulated in **Paragraph 14, Back-up Bidder**. All other registration deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete the process.

14. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder will be refunded by US Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

15. ONLINE BIDDING

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to login repeated failures, etc.

If your bid is not accurately shown or you can not enter a bid at www.auctionrp.com then you should call GSA at (888) GSA-LAND ext. 3431 or 3426 for assistance.

16. BID EXECUTED ON BEHALF OF BIDDER

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies

of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

NOTICES AND COVENANTS

1. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

In January 2006, the Forest Service prepared an Environmental Assessment (EA) and issued a Finding of No Significant Impact (FONSI) statement to comply with the National Environmental Policy Act (NEPA) and other relevant federal and state laws and regulations. The EA discloses the direct, indirect, and cumulative environmental impacts that would result from the proposed sale of the Property and alternatives to this proposed action.

Copies of the EA and FONSI are available for review and download at propertydisposal.gsa.gov.

2. HAZARDOUS SUBSTANCE NOTIFICATION

(A) Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that an undetermined amount of hazardous materials, including pesticides, paint and petroleum products have been stored on the property from 1908 through the present. All hazardous materials will be removed prior to conveyance of the property. The United States also gives notice that Parcel C includes an area where the Forest Service has previously burned trailers. This area will be remediated prior to conveyance.

(B) Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this

conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the

result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

(C) Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

3. NOTICE OF PRESENCE OF LEAD-BASED PAINT (LBP)

(A) Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce

permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

(B) Grantee hereby is informed and does acknowledge that LBP is presumed to exist in buildings and structures on the Property. A LBP Inspection of October 23, 2003 determined the presence, locations, and concentrations of LBP on the following two structures: Barn (Parcel A) and Pump House (Parcel C). The Lead Inspection and Risk Assessment report for this testing indicated the presence of LBP at or above HUD Title X threshold levels on the interior and exterior doors and exterior door frame of the barn and on the exterior door, door frame, fascia and eaves of the pump house. A copy of the LBP Inspection report is available upon request by contacting:

Pete Mourtsen, Realty Specialist
Coconino National Forest
928-527-3414
pmourtsen@fs.fed.us

EPA and OSHA regulations may be triggered by lead levels below the HUD levels. Future construction activity may trigger OSHA requirements under 29 CFR 1926.62 and EPA requirements under 40 CFR Part 261.

4. ASBESTOS CONTAINING MATERIALS (ACM)

(A) Bidders are warned that the property offered for sale contains asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

(B) Bidders are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The Grantor will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

ACM inspections were performed by the Forest Service in 1991. The inspections included laboratory testing to determine the presence, location, and concentrations of ACM and were performed on the barn (Parcel A) as well as the pump house and Office (Parcel C). It is believed there was also an inspection of the shop (Parcel C) at that time, however the Forest Service has been unable to locate a copy of the report for the shop; therefore a new inspection is being conducted. A copy of the report for

the shop is expected to be available prior to the start of the auction. The 1991 ACM Inspection Reports indicated asbestos in the rolled roofing of the barn (Parcel A) and in the vinyl tile in the bath room and rolled roofing of the office (Parcel C). The asbestos in the office tile and roofing was determined to be in good condition in a non-friable state. The roofing on the barn was replaced in 2004 and it is unlikely that any asbestos remains. The ACM Inspection Reports are available upon request by contacting:

Pete Mourtsen, Realty Specialist
Coconino National Forest
928-527-3414
pmourtsen@fs.fed.us

(C) Except for the statements made above in paragraphs (A) and (B) in the section titled "Hazardous Substance Notification," no warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.

(D) The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the Grantor and is believed to be correct, but an error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Grantee against the Grantor including, without limitation, any

claim for allowance, refund, or deduction from the purchase price.

(E) Grantee hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing material associated with the property, including, but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. Accordingly, Grantee hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by an person or entity under any Federal, State, or local law, including, but not limited to environmental and tort laws, with respect to any lead-based paint and/or asbestos-containing building material associated with the property. This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

5. FLOOD PLAIN NOTIFICATION

To the extent that any portion of the Property lies within a floodplain as defined in Section 6(c) of Executive Order No. 11988, Floodplain Management, dated May 24, 1977, construction, development and other uses of the Property could be restricted by the standards and criteria of the National Flood Insurance Program of the Federal Emergency Management Agency, or other applicable regulations.

CAMP VERDE ADMINISTRATIVE SITE

175 Acres ± (4 Parcels)

**BIDDER REGISTRATION AND BID FORM
FOR PURCHASE OF GOVERNMENT PROPERTY**

SEND THIS FORM TO:

U.S. General Services Administration
Office of Property Disposal Division (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: David Haase

The undersigned bidder hereby offers and agrees to purchase the Parcel(s) identified below, as described in the accompanying Invitation for Bids, for the bid price entered below or subsequent bids placed online, if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the Invitation for Bids No 9PR-2006-109, including its Property Description, General Terms of Sale, Instructions to Bidders and Notices and Covenants, including any amendments, all of which are incorporated herein, and by reference, made a part of this initial bid and subsequent bids placed online at www.auctionrp.com.

REGISTRATION ☐ Parcel A \$150,000 ☐ Parcel B \$50,000 ☐ Parcel C \$50,000
DEPOSIT: ☐ Parcel D \$10,000

INITIAL BID AMOUNT: \$ _____

BID AMOUNT SPELLED OUT: _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____

E-mail: _____

Signature _____ Date _____

CAMP VERDE ADMINISTRATIVE SITE
175 Acres ± (4 Parcels)

CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____,
(Name of Authorized Representative)

who signed this Bid For Purchase of Government Property on behalf of the bidder was then

(Official Title)

of said Corporation that said bid was duly signed for and on behalf of said Corporation by authority of
its governing body and is within the scope of its corporate powers.

Signature of Certifying
Officer:

(Corporate Seal Here)

CAMP VERDE ADMINISTRATIVE SITE

175 Acres ± (4 Parcels)

REGISTRATION DEPOSIT BY CREDIT CARD

For use with Bidder Registration and Bid Form for Purchase of Government Property

SEND THIS FORM TO:

U.S. General Services Administration
Office of Property Disposal Division (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: David Haase

REGISTRATION DEPOSIT:

Parcel	<input type="checkbox"/> A	\$150,000.00
	<input type="checkbox"/> B	\$50,000.00
	<input type="checkbox"/> C	\$50,000.00
	<input type="checkbox"/> D	\$10,000.00

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid No. 9PR-2006-109 and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the **Online Auction Instructions, Page 9, Paragraph 5, Registration Deposit Terms**. In the event that applicant becomes the successful bidder, the registration deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

Phone: () _____ Fax: () _____

Signature: _____ Date: _____

EXHIBIT I

LEGAL DESCRIPTIONS

Parcel **A** – GILA AND SALT RIVER MERIDIAN, Yavapai County, Arizona

T. 13 N., R. 5 E., Sec. 5 – lots 1, 2, 9, N1/2SW1/4NE1/4, N1/2NW1/4SE1/4NE1/4, and NE1/4SE1/4NE1/4. – containing 118.69 record acres, more or less.

Parcel **B** – GILA AND SALT RIVER MERIDIAN, Yavapai County, Arizona

T. 13 N., R. 5 E., Sec. 5 – S1/2SW1/4SW1/4NE1/4, SE1/4SW1/4NE1/4, S1/2NW1/4SE1/4NE1/4 and S1/2SE1/4NE1/4 containing 40 record acres, more or less.

Parcel **C** – GILA AND SALT RIVER MERIDIAN, Yavapai County, Arizona

T. 13 N., R. 5 E., Sec. 5 – lot 13 containing 15.01 record acres, more or less.

Parcel **D** – GILA AND SALT RIVER MERIDIAN, Yavapai County, Arizona

T. 13 N., R. 5 E., Sec. 5 – lot 8 containing 1.56 record acres, more or less.

EXHIBIT II

PROPERTY IMPROVEMENTS (Parcels A & C)

Building	Square feet	Year Built	Construction Type
PARCEL A (within Gov. Lot 9)			
Barn	867	1959	Wood Frame
Total	867		
PARCEL C (within Gov. Lot 13)			
Office	784	1959	Block
Shop	2081	1999	Block & Wood Frame
Pump House	176	1959	Block
Total	3041		

Note: Parcels A and C also each have one small, portable metal shed which will remain with the properties.

EXHIBIT III

RESERVATIONS, EASEMENTS AND SPECIAL USE PERMITS

Reservation by the United States:

EXCEPTING AND RESERVING to the United States a right-of-way thereon for ditches or canals constructed by the authority of the United States according to the provision of the Act of August 30, 1890 (26 Stat. 391; 43 U.S.C. 945).

The conveyance deed for Parcel C will also contain a "term" deed reservation for continued use of the land and facilities by the U.S. Forest Service, Prescott National Forest, Verde Ranger District until December 29, 2006.

Existing EASEMENTS* to be shown as "Subject To" on the applicable parcel Deeds

1. (Applicable to Parcels B and C) The General Crook Trail as a State route and State highway and designated as State Route 260 as set forth in that certain Resolution of Establishment (*while this is not an easement it is a recorded acknowledgment of jurisdictional change) dated August 18, 1989, recorded September 11, 1989, Yavapai County, Book 2181, Pages 444-448; and recorded October 10, 1989, Coconino County, Docket 1303, Pages 995-999.

By letter dated October 16, 2002, the Forest Service consented to the Federal Highway Administration for the appropriation and transfer of lands for a highway easement deed shown on the Right of Plan entitled Cottonwood - Camp Verde - Mogollon Rim Highway, I-17 - Camp Verde ECL, 260 YV 218 H3868 01R, S-326-714. In addition to State Route 260 this right-of-way includes overlap of portions of Quarterhorse Road, McCracken Lane and Reaves Arena Road. **THIS EASEMENT HAS YET TO BE ISSUED AND RECORDED.** If this easement is not granted prior to the sale, this use will need to be recognized by easements, to be executed by the non-Federal party in favor of the Arizona Department of Transportation. The easement varies in width. Approximately 10 acres of this easement affect Parcel B and approximately 4 acres affect Parcel C.

2. (Applicable to Parcels A and B) Easement for an existing highway drainage channel right-of-way (State Route 260 in the vicinity of Airport Wash, Camp Verde), and rights incident thereto, over and across a portion of Lot 7, and S1/2NE1/4 of section 5, T. 13 N., R. 5 E., outstanding to the State of Arizona, acting by and through its Department of Transportation, as set forth in that certain Easement For Highway Purposes dated May 2, 2001, recorded June 27, 2001, Yavapai County, Instrument 3362286, Book 3842, Page 748. The easement varies in width. Approximately 17 acres of this easement affect Parcel A and approximately 10 acres affect Parcel B.

3. (Applicable to Parcel C) Public road easement for McDonald and Murdock Lanes, and rights incident thereto, over and across a portion of section 5, T. 13 N., R. 5 E., outstanding to the Yavapai County Board of Supervisors, as set forth in that certain Easement dated September 24, 1985, recorded November 25, 1985, Yavapai County, Instrument No. 40667, Book 1773, pages 495-501. This easement is 50 feet in width.

4. (Applicable to Parcels A, C and D) Public road easement for McCracken Lane and Quarterhorse Road, and rights incident thereto, over and across a portion of section 5, T. 13 N., R. 5 E., outstanding to the Town of Camp Verde, acting by and through its Town Council, as set forth in that certain Public Road Easement dated May 21, 1993, recorded June 22, 1993, Yavapai County, Book 2651 pages 413-422. This easement is 66 feet in width.

5. (Applicable to Parcels B and C) Public road easement for Howard Road, and rights incident thereto, over and across a portion of section 5, T. 13 N., R. 5 E., outstanding to the Town of Camp Verde, acting by and through its Town Council, as set forth in that certain Easement dated March 29, 2006, recorded March 31, 2006, Yavapai County, Instrument No. 3994697, Book 4380, page 56. This easement is 50 feet in width.

Special Use Permits

Special Use Permits and/or rights of prior use, which will be recognized by easements, executed by the non-Federal party in favor of the outstanding rights holders on the Property.

1. (Applicable to Parcels B and C) Powerline Rights-of-Way, 20 feet wide, 10 feet each side of centerline, over and across portions of section 5, T. 13 N., R. 5 E. authorized under a Master Special Use Permit dated April 14, 1997, to Arizona Public Service Company.

2. (Applicable to Parcels A, B and C) Telephone Rights-of-Way, 20 feet wide, 10 feet each side of centerline, over and across portions section 5, T. 13 N., R. 5 E. previously authorized under a Master Special Use Permit dated August 13, 1973, to Mountain States Telephone Company and reissued under a Master Special Use Permit dated February 5, 2004 to Qwest Corporation.

3. (Applicable to Parcels B and C) Existing sewer line right-of-way, over and across a portion of section 5, T. 13 N., R. 5 E. located within the existing Highway 260 corridor. An authorized special use permit dated October 6, 1982 to Camp Verde Sewer Association (Camp Verde Sanitary District) covers facilities in section 5, T. 13 N., R. 5 E.. The existing 8" force main sewer line is located within the existing Highway 260 right-of-way. No right-of-way width has been specified.

4. (Applicable to Parcels B and C) Water line right-of-way, over and across a portion of section 5, T. 13 N., R. 5 E. located within the existing Highway 260, Arena Road and Howard Road easements. A special use permit to be issued to Camp Verde Water System Inc. to authorize an 8 inch potable water pipeline. The right of way will be 15 feet in width.

EXHIBIT IV
SAMPLE PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, made and entered into on this _____ day of _____, 2006, by and between xxxxxxxxxxxx, herein after referred to as the Purchaser, and the United States of America, acting by and through the Forest Service, U.S. Department of Agriculture, hereinafter referred to as the Forest Service. This Agreement is hereby executed pursuant to provisions of PL 106-458 (Arizona National Forest Improvement Act of 2000).

WITNESSETH:

WHEREAS, a tract of land with improvements, described as Parcel X of the Camp Verde Administrative site totaling approximately xxx acres more or less, located in Yavapai County, State of Arizona, was offered for sale to the Purchaser at the approved value of \$ xxx,000; and

WHEREAS, the Purchaser has agreed to purchase said tract at the cash price of \$ xxx,000;

WHEREAS, the Other Terms and Conditions of this Purchase and Sale Agreement require the purchaser to bear the cost of certain work and services required to convey the tract.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement and the U.S. General Services Invitation for Bids XXX-2006-XX, the parties agree as follows:

A. The Purchaser shall:

1. Make payment in the amount of \$XXXXXX on or before xxxxx, 2006. (The 10% balance due of \$ xxxx will come from the successful bidders deposit held by the General Services Administration). Said payment shall constitute full payment of the sale price for the following described property:

LEGAL DESCRIPTION AND STATUS

GILA AND SALT RIVER MERIDIAN, Yavapai County, Arizona

T. 13 N., R. 5 E.

Sec. 5 -- xxxxxxxxxxxxxxx

Containing xx record acres, more or less.

Subject to:

(Applicable easements listed here)

Easements to be issued by the purchaser to replace Forest Service permits for the following utilities:

(Applicable permits listed here)

2. Pay document recording fees.

B. The Forest Service shall:

1. Upon receipt of payment from the Purchaser, execute and deliver a Quitclaim Deed conveying the herein described property to the Purchaser.

C. Other Terms and Conditions:

1. This Agreement shall be effective upon execution by both parties.
2. This Agreement shall remain in full force and effect until xxxx, 2006, or until the herein required payments are made and a Quitclaim Deed is issued, whichever comes first.
3. Title insurance, if needed by the Purchaser for the real property described herein shall be the responsibility of the purchaser.
4. Both parties hereby certify they have no present knowledge of any undisclosed hazardous substances known to be present on the properties described herein, and further agree to immediately notify the other party of any such finding during the life of this agreement. Notwithstanding such notice, the Forest Service shall furnish a Hazardous Substance Report on the property described herein.
5. This Sale Agreement is legally binding on both parties subject to the terms and conditions herein, provided:
 1. The agreement is not terminated by mutual consent or upon such terms as may be provided in the agreement.
 2. No substantial loss or damage occurs to the property from any cause.
 3. No undisclosed hazardous substances are found on the property prior to the conveyance;

4. Substitute easements are agreed to between the Purchaser and valid holders of Forest Service authorizations.
6. All terms and conditions with respect to this agreement are expressly contained herein and the purchaser agrees that no representative or agent of the U.S. has made representations or promises with respect to this agreement not expressly contained herein.
7. No Member of Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit that may arise there from unless it is made with a corporation for its general benefit (18 USC 431, 433)
8. [Person/entity acquiring site] hereby agrees to comply with any and all applicable Federal, State, and local laws relating to the management of lead-based paint and asbestos-containing building material associated with the property, including but not limited to, any such laws relating to the mitigation, abatement, remediation, cleanup, renovation, demolition, and disposal of lead-based paint and asbestos-containing building material. Accordingly, [Person/entity acquiring site] hereby agrees to indemnify, release, defend, and hold harmless the United States, its agencies, employees, agents, assigns, and successors from and against any liability, judgment, claim, penalty, fine, or other adverse action (whether legal or equitable in nature, and including without limitation, court costs and attorneys' fees) brought against the United States after the date of this agreement by any person or entity under any Federal, State, or local law, including but not limited to environmental and tort laws, with respect to any lead-based paint and/or asbestos-containing building material associated with the property. This covenant to indemnify, release, defend, and hold harmless the United States shall survive the subsequent conveyance of all or any portion of the property to any person and shall be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

IN WITNESS THEREOF, the parties hereto have executed this agreement.

XXXXXXXXXXXXXXXXXXXX
(Purchaser)

H. Wayne Thornton
Director, Lands and Minerals
Southwestern Region
USDA Forest Service
(Authorized Officer)

ACKNOWLEDGEMENTS

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by xxxxxx, known to me, and he executed same as the free act for the purposes therein contained.

Notary Public

My Commission expires: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2006, by H. Wayne Thornton, known to me to be the Director of Lands and Minerals, Region 3, Forest Service, United States Department of Agriculture, who being by me duly sworn stated that he signed said instrument on behalf of the United States of America under authority duly given, and he executed same as the free act on behalf of the United States of America for the purposes therein contained.

Notary Public

My Commission expires: _____